

## FINAL TOUCH EVENT COORDINATORS LIMITED

E: [info@finaltouch.org.uk](mailto:info@finaltouch.org.uk) W: [www.finaltouch.org.uk](http://www.finaltouch.org.uk) T: 07306 055789

### Terms and conditions for Insert individual's name

#### 1 Introduction

- 1.1 These terms and conditions set out the general terms under which we undertake our business. The specific conditions relating to particular assignments will be covered in a separate letter of engagement.

#### 2 Fees

- 2.1 Our fees are based on your individual requirements.
- 2.2 If we provide you with an estimate of our fees for any specific work, then the estimate will not be contractually binding unless we explicitly state that that will be the case.
- 2.3 Where requested we may indicate an indicative range of fees for a particular assignment. It is not our practice to set fees for more than a year ahead as such fee quotes need to be reviewed in the light of events. If it becomes apparent to us, due to unforeseen circumstances, that a fee quote is inadequate, we reserve the right to notify you of a revised figure or range and to seek your agreement thereto.
- 2.4 Periods of engagement up to 1 month - We will invoice 2 weeks prior to the event date and payment is due on presentation. We will require a deposit of 25% of quoted/estimated fees before we commence any work on your behalf. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.
- 2.5 Periods of engagement exceeding 1 month - We will invoice monthly and payment is due on presentation. We will require a deposit of 25% of estimated fees before we commence any work on your behalf. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.
- 2.6 Unless otherwise agreed to the contrary our fees do not include the costs of any third party or other professional fees. Our quoted/estimated fees are for work carried out by Final Touch Event Coordinators Limited only.
- 2.7 It is our normal practice to issue "Applications for Payment" when dealing with continuous or recurring work. The payment terms for "Applications for Payment" are the same as for invoiced fees.

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- 2.8 We reserve the right to charge interest on late paid invoices at the rate of up to 8% above bank base rates under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2013. We also reserve the right to suspend our services or to cease to act for you on giving written notice if payment of any fees/applications for payment is unduly delayed. We intend to exercise these rights only where it is fair and reasonable to do so.
- 2.9 If you do not accept that an invoiced fee is fair and reasonable you must notify us within 7 days of receipt, failing which you will be deemed to have accepted that payment is due.
- 2.10 We require all fees/applications for payments to be paid in full at least 2 weeks before the event date.

### **3 Internal disputes**

- 3.1 If we become aware of a dispute between you and other parties involved in the event, it should be noted that our client is you and we would not provide information or services to another party without your express knowledge and permission.

### **4 Retention of records**

- 4.1 During the course of our work we may collect information from you and others relevant to your event. We will return any relevant documents to you if requested.
- 4.2 Whilst certain documents may legally belong to you, we may destroy correspondence and other papers that we store, electronically or otherwise, which are more than 6 years old. You must tell us if you require the return or retention of any specific documents for a longer period.

### **5 Timetable**

- 5.1 The services we undertake to perform for you will be carried out on a timescale to be determined between us on an ongoing basis.
- 5.2 The timing of our work will in any event be dependent on the prompt supply of all information and documentation as and when required by us.

### **6 Third parties**

- 6.1 Any advice we give you will be supplied on the basis that it is for your benefit only and shall not be disclosed to any third party in whole or part without our prior written consent. It may not be used or relied upon

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for any other purpose or by any other person other than you without our prior written consent. If our advice is disclosed to any third party (with or without our consent), then we accept no responsibility or liability to that third party for any consequences that may arise, should they rely on the advice.

- 6.2 If it is proposed that any documents or statements which refer to our name are to be circulated to third parties, we should be consulted before they are issued.

### **7 Contracts (Rights of Third Parties) Act 1999**

- 7.1 The advice and information we provide to you as part of our service is for your sole use and not for any third party to whom you may communicate it unless we have expressly agreed in the Engagement letter that a specified third party may rely on our work. We accept no responsibility to third parties for any advice, information or material produced as part of our work for you which you make available to them. A party to this agreement is the only person who has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

### **8 Confidentiality**

- 8.1 Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.
- 8.2 We reserve the right, for the purpose of promotional activity, training or for other business purpose, to mention that you are a client. As stated above we will not disclose any confidential information.

### **9 Quality of service**

- 9.1 We aim to provide a high quality of service at all times. If you would like to discuss with us how our service could be improved or if you are dissatisfied with the service that you are receiving please let us know by contacting the directors.
- 9.2 We undertake to look into any complaint carefully and promptly and to do all we can to resolve the situation.

### **10 Communication**

- 10.1 Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via Email, WhatsApp, or

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by other electronic means. The recipient is responsible for virus checking emails and any attachments.

- 10.2 With electronic communication there is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However electronic communication is not totally secure and we cannot be held responsible for damage or loss caused by viruses nor for communications which are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs. If you do not wish to accept these risks please let us know and we will communicate by paper mail.
- 10.3 Any communication by us with you sent through the post is deemed to arrive at your postal address two working days after the day that the document was sent.

### **11 Applicable law**

- 11.1 This engagement letter, the schedule of services and our standard terms and conditions of business are governed by, and should be construed in accordance with English law. Each party agrees that the courts of England and Wales will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any matter arising from it. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

### **12 Data Protection Act 2018 and General Data Protection Regulation**

- 12.1 We confirm that we will comply with the provisions of the Data Protection Act 2018 when processing personal data about you and your family. In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.
- 12.2 **What data we collect:**
- Personal data( name, address, telephone number, email address)
- 12.3 **Why we need your data**

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- We also collect data in order to:
- carry out the services requested
- gather feedback to improve our services
- respond to any feedback you send us, if you've asked us to do so
- provide you with information about third party services
- monitor use of the site to identify security threats

### 12.4 Our legal basis for processing your data

- The legal basis for processing personal data in relation to site security is our legitimate interests, and the legitimate interests of our users, in ensuring the security and integrity of Final Touch Event Coordinators Limited
- The legal basis for processing all other personal data is that it's necessary:
  - to perform a task in the public interest
  - in the exercise of our functions as Final Touch Event Coordinators Limited

### 12.5 What we do with your data

- We will not:
  - sell or rent your data to third parties
  - share your data with third parties for marketing purposes
- We will share your data if we are required to do so by law - for example, by court order, or to prevent fraud or other crime.

### 12.6 How long we keep your data

- We will only retain your personal data for as long as:
  - it is needed for the purposes set out in this document
  - the law requires us to
- We will keep your email data until your event is completed as per agreement. We will keep your feedback data for 2 years.

### 12.7 How we protect your data and keep it secure

We are committed to doing all that we can to keep your data secure. We have set up systems and processes to prevent unauthorised access or disclosure of your data - for example, we protect your data using varying levels of encryption.

We also make sure that any third parties that we deal with keep all personal data they process on our behalf secure.

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### 12.8 Your rights

- You have the right to request:
  - information about how your personal data is processed
  - a copy of that personal data
  - that anything inaccurate in your personal data is corrected immediately
- You can also:
  - raise an objection about how your personal data is processed
  - request that your personal data is erased if there is no longer a justification for it
  - ask that the processing of your personal data is restricted in certain circumstances
- If you have any of these requests, get in contact with us, Final Touch Event Coordinators Limited

### 12.9 Links to other websites

Finaltouch.org.uk contains links to other websites.

This privacy notice only applies to finaltouch.org.uk and does not cover other services and transactions that we link to. These services have their own terms and conditions and privacy policies.

Following a link to another website

If you go to another website from this one, read the privacy policy on that website to find out what it does with your information.

Following a link to finaltouch.org.uk from another website

If you come to finaltouch.org.uk from another website, we may receive personal information from the other website. You should read the privacy policy of the website you came from to find out more about this.

### 12.10 Contact us or make a complaint if you:

- have a question about anything in this privacy notice
- think that your personal data has been misused or mishandled.

[info@finaltouch.org.uk](mailto:info@finaltouch.org.uk)

### 12.11 Changes to this policy

We may change this privacy policy. Any changes to this privacy policy will apply to you and your data immediately.

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If these changes affect how your personal data is processed, Final Touch Event Coordinators Limited will take reasonable steps to let you know.

### **13 Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017**

13.1 In accordance with the Proceeds of Crime Act 2002 and Money Laundering Regulations 2017 you agree to waive your right to confidentiality to the extent of any report made, document provided or information disclosed to the National Crime Agency.

13.2 As a specific requirement of the Money Laundering Regulations we may require you to produce evidence of identity. Copies of such records will be maintained by us for a period of at least five years after we cease to act for the business.

13.3 As with other professional services firms, we are required to identify our clients for the purposes of the UK anti-money laundering legislation. We may request from you, and retain, such information and documentation as we require for these purposes and/or make searches of appropriate databases.

### **14 Implementation**

14.1 We will only assist with implementation of our advice if specifically instructed in writing.

### **15 Intellectual property rights**

15.1 We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

### **16 Interpretation**

16.1 If any provision of the engagement letter or schedules is held to be void, then that provision will be deemed not to form part of this contract.

16.2 In the event of any conflict between these terms of business and the engagement letter or appendices, the relevant provision in the engagement letter or schedules will take precedence.

### **17 Lien**



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- 17.1 Insofar as permitted to do so by law or professional guidelines, we reserve the right to exercise a lien over all funds, documents and records in our possession relating to all engagements for you until all outstanding fees and disbursements are paid in full.

### **18 Limitation of liability**

- 18.1 We will provide our services with reasonable care and skill. Our liability to you is limited to losses, damages, costs and expenses caused by our negligence or wilful default.

#### **18.2 Exclusion of liability for loss caused by others**

We will not be liable if such losses, penalties, surcharges, interest or additional liabilities are due to the acts or omissions of any other person or due to the provision to us of incomplete, misleading or false information or if they are due to a failure to act on our advice or a failure to provide us with relevant information.

#### **18.3 Exclusion of liability in relation to circumstances beyond our control**

We will not be liable to you for any delay or failure to perform our obligations under this engagement letter if the delay or failure is caused by circumstances outside our reasonable control.

#### **18.4 Exclusion of liability relating to the discovery of fraud etc**

We will not be responsible or liable for any loss, damage or expense incurred or sustained if information material to the service we are providing is withheld or concealed from us or wrongly misrepresented to us or from fraudulent acts, misrepresentation or wilful default on the part of any party to the transaction and their directors, officers, employees, agents or advisers. This exclusion shall not apply where such misrepresentation, withholding or concealment is or should (in carrying out the procedures which we have agreed to perform with reasonable care and skill) have been evident to us without further enquiry.

#### **18.5 Indemnity for unauthorised disclosure**

You agree to indemnify us and our agents in respect of any claim (including any claim for negligence) arising out of any unauthorised disclosure of our advice and opinions, whether in writing or otherwise. This indemnity will extend to the cost of defending any such claim, including payment at our usual rates for the time that we spend in defending it.

#### **18.6 Limitation of aggregate liability**



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We have discussed and agreed a limitation in our aggregate liability to you and any third parties which we both regard as fair and reasonable in the circumstances of this assignment. The aggregate liability, to you and any third party and whether in contract, tort or otherwise of this company, its directors, employees and agents for any losses in any way connected with any of the services provided to you under the terms of this letter of engagement (and including interest) shall not exceed the amount stated in the engagement covering letter.

### **19 Reliance on advice**

- 19.1 We will endeavour to record all advice on important matters in writing. Advice given orally is not intended to be relied upon unless confirmed in writing. Therefore, if we provide oral advice (for example during the course of a meeting or a telephone conversation) and you wish to be able to rely on that advice, you must ask for the advice to be confirmed by us in writing.

### **20 Conflicts of interest**

- 20.1 We will inform you if we become aware of any conflict of interest in our relationship with you or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.
- 20.2 If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours subject of course to the obligations of confidentiality referred to above.

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### **21 Period of engagement and termination**

- 21.1 Unless otherwise agreed in the engagement covering letter our work will begin when we receive your implicit or explicit acceptance of that letter. Except as stated in that letter we will not be responsible for periods before that date.
- 21.2 Each of us may terminate this agreement by giving not less than 7 days' notice in writing to the other party except where you fail to cooperate with us or we have reason to believe that you have provided us or a third party with misleading information, in which case we may terminate this agreement immediately. Please refer to paragraph 9.3 of the engagement letter for details of penalties with regard to termination of this agreement.
- 21.3 In the event of termination of this contract, we will endeavour to agree with you the arrangements for the completion of work in progress at that time, unless we are required for legal or regulatory reasons to cease work immediately. In that event, we shall not be required to carry out further work and shall not be responsible or liable for any consequences arising from termination.

### **22 Disengagement**

- 22.1 Should we resign or be requested to resign a disengagement letter will be issued to ensure that our respective responsibilities are clear.
- 22.2 Should we have no contact with you for a period of 14 days or more we may issue a disengagement letter and hence cease to act.